



EMPLOYMENT CONTRACT

For Position of Business Administrator of Park City School District

This Employment Contract (“Contract”) is by and between the Board of Education of Park City School District (the “Board”) and J. Randall Upton (“Business Administrator” or “BA”). The Parties agree as follows:

1. TERM

The Board hereby appoints and Business Administrator hereby accepts the appointment for employment as the Business Administrator of Park City School District (“the District”) for a two-year term commencing July 1, 2023 and ending June 30, 2025.

2. RENEWAL OF EMPLOYMENT CONTRACT/ADJUSTMENT OF TERM

Both parties expressly understand and agree that the BA has no expectation of continued employment beyond the term of this Contract and that this Contract shall not automatically renew. The parties further acknowledge their mutual desire that the two-year term of the BA coincide with the District’s July 1-June 30 fiscal year. The Board will therefore consider amendment/renewal of the BA’s contract in February of each year and notify the BA in writing by February 28 of each year whether the Board intends to renew the Contract for a new two-year term beginning on July 1 of the year at issue. Board action to renew or amend the Contract must be taken in a duly noticed public meeting. In the absence of such Board action the Business Administrator’s employment will terminate June 30, 2025.

3. RESPONSIBILITIES, DUTIES AND AVAILABILITY OF BUSINESS ADMINISTRATOR

The BA shall faithfully perform the services prescribed by the Board whether such services are specifically described in this Contract, in a general job description or in a letter or directive signed by the Superintendent or the Board President, and abide by the policies, rules and regulations established by the Board, the Utah State Board of Education, and the Utah State Legislature.

A. Oath of office. The BA shall take the constitutional oath of office as required by section §53G-4-302(4) of the Utah Code.

B. Duties of BA. Subject to the direction of the Superintendent and the Board, the BA’s duties and responsibilities shall specifically include, but not necessarily be limited to, the following:

(Board Meeting 6/20/2023)

- (1) attend all meetings of the Board, keep an accurate record of the Board's proceedings, and have custody of the seal and records (except for closed meetings of the Board involving discussions or deliberations regarding the character, professional competence or physical or mental health of the Business Administrator or litigation involving the Business Administrator)
- (2) act as custodian of all District funds, be responsible and accountable for all money received and disbursed, and keep accurate records of all revenues received and their sources;
- (3) countersign with the President of the Board all warrants and claims against the District as well as other legal documents approved by the Board;
- (4) prepare and submit a monthly written report of the District's receipts and expenditures;
- (5) use uniform budgeting, accounting and auditing procedures and forms provided and/or approved by the Utah State Board of Education which shall be consistent with generally accepted accounting principles and auditing standards and all Utah laws and rules;
- (6) prepare and submit to the Board a detailed annual statement for the period ending June 30, of the District's revenue and expenditures, including beginning and ending fund balances;
- (7) assist the Superintendent in the preparation and submission of budget documents and statistical and fiscal reports required by law or the Utah State Board of Education;
- (8) ensure that adequate internal financial and auditing controls are in place to safeguard the District's funds;
- (9) generally perform all duties incident to the office of BA; and
- (10) perform such other duties as the Superintendent or Board may direct from time to time.

C. Hours of Work. The Business Administrator's salary as set forth herein is based on a twelve-month contract. The Business Administrator shall devote such time and energy as are necessary to perform the duties specified during normal business hours, but it is expressly agreed that the duties of this position will require the Business Administrator to work during times other than normal business hours. The Business Administrator shall discharge such duties without additional remuneration.

D. Professional Growth and Memberships of BA.

- (1) The Board encourages the continuing professional growth of the BA through:
 - a. programs and activities of school administrator and school boards associations;
 - b. memberships in or subscriptions to professional organizations or professional journals or online training that will significantly benefit the District.
- (2) The Board expects the BA to explore best financial and education practices and programs that will benefit the District. The Board shall pay all legitimate expenses, fees for attendance and necessary travel and per diem (at the rates approved for all District administrators) for all of the BA's professional registrations, memberships,

activities and meetings. The Superintendent shall review and approve in advance all meetings, experiences, conferences, participation in activities, training or coaching.

4. COMPENSATION, BENEFITS, AND LEAVE/HOLIDAYS

A. Salary.

- (1) Effective July 1, 2023 the Board shall pay the Business Administrator an annual base salary which is 15% greater than the top step and lane on the current years district administrators salary schedule or 5% of the prior year's BA salary, whichever is greater for fiscal year 2024 (FY24) and for fiscal year 2025 (FY25). Each year's salary shall be payable in 12 equal annual installments with applicable federal and state withholdings made from the gross amount of each installment.
- (2) In addition to the base salary, the Board will pay 7.5% of the base salary for FY24 and 10% for FY25 to a tax-deferred retirement account of the BA's choice. This distribution shall be paid in twelve (12) monthly installments each year.

B. Benefits.

- (1) Except as otherwise specifically addressed in this Contract, the BA shall receive all benefits, including but not limited to, retirement contributions to URS pension plans, tax contributions for FICA, Medicare, health, dental and life insurance, technology supplies, professional development, and professional expense account applicable to other 12-month Park City administrative employees, as identified in the Park City Administrative Agreement.
- (2) The BA will receive the economic support stipend each year.
- (3) All state and federal laws that apply to public employee benefits apply to the BA, unless specifically waived in this Contract.

C. Holidays. The BA shall be entitled to the same paid holidays as other 12-month District Office Administrators, as set forth in Board Policy 7075.

D. Paid Time Off (PTO) Leave. The BA shall receive Paid Time Off, which may be used for purposes of illness or personal leave. The BA shall receive 14 annual days of PTO leave, the use and accrual of which shall be on the same terms as other 12-month District Office administrative employees. PTO days may be accumulated from year to year to an accumulated total of 120 days. Upon termination of employment a percentage of unused accrued PTO will be paid out as provided in Board Policy 7130.

E. Vacation days. The BA shall receive annual vacation days, which shall be subject to accrual and roll over from year-to-year as provided in Board Policy 7075. Upon termination of employment, up to thirty (30) accrued unused vacation days may be sold back to the Board. For each such day, the BA shall receive an amount equal to the BA's daily rate of pay in the most recent fiscal year.

5. EVALUATION

- A. The Business Administrator's informal and formal evaluations shall be the responsibility of the Superintendent, consistent with direction from the Board.
- B. The BA and the Superintendent shall set annual goals for the BA. In the first year of this Contract, initial goals shall be set prior to December 15, 2022. Thereafter, goals shall be set prior to August 31 of each year.
- C. Formal evaluation.
 - (1) The Board will conduct a review of the BA's performance no later than June 30 of each year of the BA's Contract term for the purpose of reviewing the BA's evaluation, as conducted by the Superintendent. It is the intent of the Parties that this review be conducted in a closed meeting of the Board, subject to the requirements of the Utah Open and Public Meetings Act.
 - (2) The Board's discussion shall be reasonably related to the BA's goals, as determined in consultation with the Superintendent, and the Board's goals and objectives.
 - (3) During the review session, the Superintendent and Board members shall provide observations and recommendations on how the BA's performance may improve.
 - (4) The time and date of the formal evaluation shall be agreed to by parties sufficiently in advance of the meeting to permit adequate preparation by all parties.

6. TERMINATION OF CONTRACT

- A. Mutual agreement. This Contract may be terminated by mutual agreement of the parties.
- B. Unilateral termination by Business Administrator.
 - (1) The BA may unilaterally terminate this Contract upon 90 days prior written notice to the Board, during which period the BA shall continue to perform the duties of the BA unless otherwise excused by the Superintendent or the Board.
 - (2) In the event that BA fails to provide the required notice and perform duties as assigned, BA shall be obligated to pay the District the sum of \$3,000.00 which may be withheld by the Board from any compensation due to the BA.
- C. Termination for cause.
 - (1) The BA's rights as it relates to termination of employment are exclusively governed by this Contract. The BA has no expectation of continuing employment and no right to due process except as specified herein. Nothing in this Contract shall be construed to limit the ability of the District to place Business Administrator on paid administrative leave during the pendency of any investigation of alleged misconduct by Business Administrator.
 - (2) At any time during the period of this Contract, the BA shall be subject to termination for cause, which includes but is not limited to:
 - a. a material breach of this Contract;

- b. a conviction in a court of law for a felony or any crime or offense involving misuse of District funds or property or of a sexual offense or a crime against a child;
 - c. the BA's intentional failure to perform a good faith directive of the Superintendent or the Board.
- (3) If the Board believes it has cause for terminating the BA, the Board shall give the BA advance written notice of the Board's intent to terminate at least 30 days before the termination date. The BA may be suspended with or without pay during that period.
 - (4) The BA shall be given an opportunity for a hearing before the Board or an independent hearing officer (if assigned by the Board) during the 30-day period. The Board or a designated hearing officer shall determine the format, timeline, and procedures for the hearing.
 - (5) The Board shall give the BA reasonable advance written notice of the charges, a summary of the evidence and copies of any documents in support of the charges.
 - (6) The BA shall be responsible for legal and other expenses which may be incurred in the BA's defense.
 - (7) If the BA is reinstated by the Board, legal expenses shall not be reimbursed by the Board, but all back salary/vacation/leave payments will be reinstated.
 - (8) If the Board sustains the dismissal for cause consistent with procedures provided in this section, BA shall not be entitled to any severance pay, salary or benefits (except for payment for accrued, but unused PTO/vacation leave provided for in Section 4. D. and E.).

D. Disability of the Business Administrator. In the event of disability wherein the Business Administrator is unable to perform the essential functions of his job with or without accommodation, the Board may terminate this Contract by written notice to Business Administrator at any time after Business Administrator has exhausted any accumulated sick leave, and such other leave, including PTO bank if participating and approved, as may be available and has been absent from his employment for whatever cause for an additional continuous period of fifteen (15) days. All obligations of the Board shall cease upon such termination.

- (1) If a question exists concerning the capacity of the Business Administrator to return to or perform his duties, the Board may require Business Administrator to submit to a medical or mental examination to be performed by a licensed professional. The Board shall appoint the professional who shall conduct the examination and shall pay for all expenses related to the examination. The professional shall submit a report to the Board which shall be limited to the issue of whether the Business Administrator has a continuing disability which prohibits him from performing his essential duties.

E. Unilateral Termination by the Board. The Board may, at its option and by minimum of 30 days advance written notice to the Business Administrator, unilaterally terminate this Contract, without cause. In the event of such termination, the Board shall pay to Business

Administrator severance pay in the amount of the remaining salary and benefits that would have been paid through the end of the then-current contract term, including payout of PTO and vacation leave to the extent required by applicable Board policies. The BA may choose whether the severance may be paid in a lump sum or over the course of the remainder of this contract.

- F. Death of Business Administrator: This Contract shall automatically terminate upon the death of the BA.

7. RETURN OF DISTRICT PROPERTY

No later than the final date of employment with the District, whatever the reason for separation, the BA shall return to the District all District property including but not limited to, files, computer flash drives or disks, laptop computer, keys, cell phones, personal electronic devices, documents, records, notebooks and similar repositories of information, if any, prepared and/or maintained by the BA which contain any manner of copies or originals of District materials. Unless otherwise agreed upon in writing, all intellectual property created by the BA in the BA capacity shall be owned by the District.

8. HOLD HARMLESS

To the extent permitted by Utah law, and not covered by District insurance policies, the District agrees that it shall defend, hold harmless and indemnify the BA from any and all demands, claims, causes for actions, suits, actions, and legal proceedings brought by a third party against the BA in his individual capacity or in his official capacity as an agent and employee of the District; provided, however, that the incident giving rise to such demands or claims occurred while the BA was acting in a reasonable and professional manner and within the scope of his employment.

9. ASSIGNMENT

This Contract shall not be assigned or delegated to any other party.

10. GOVERNING LAW

This Contract shall be subject to and governed by all applicable laws of the State of Utah and by all duly adopted and applicable District policies and rules now in effect or hereafter adopted by the Board.

11. SAVINGS CLAUSE, BINDING AFFECT, AND AMENDMENT

- A. If, during the term of this Contract, it is found that a specific provision or clause of the Contract is illegal under federal or state law, the remainder of the Contract not affected by such ruling, shall remain in full force and effect.
- B. This Contract may only be modified or amended pursuant to the written and signed agreement of both parties.
- C. This Contract represents the full, complete and final agreement of the parties, notwithstanding previous written or verbal agreements, and fully supersedes and replaces any prior written agreements regarding the employment of the BA.

This Contract was approved by vote of the Board of Education of Park City School District at a public meeting duly held on , June 20, 2023.

BUSINESS ADMINISTRATOR



By: J. Randall Upton

BOARD OF EDUCATION OF PARK CITY
SCHOOL DISTRICT



By: Andrew Caplan
Its: President